



Registration of a Charge

Company name: **LGR (CATERHAM) LTD**

Company number: **12444876**



X9DI9E7F

Received for Electronic Filing: **13/09/2020**

Details of Charge

Date of creation: **10/09/2020**

Charge code: **1244 4876 0001**

Persons entitled: **ULOOKUBOOK TRAVEL LIMITED
DARRAS CONSULTING LIMITED
DEEPDEGREE LIMITED**

Brief description: **FREEHOLD LAND KNOWN AS 37,37A,37B,39,39A AND 41 CHIPSTEAD
VALLEY ROAD, COULSDON, CR5 2RB FORMING PART OF THE LAND
REGISTERED AT HM LAND REGISTRY UNDER TITLE SGL685136**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT
TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

JONATHAN PAUL BRADY



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12444876

Charge code: 1244 4876 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th September 2020 and created by LGR (CATERHAM) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th September 2020 .

Given at Companies House, Cardiff on 14th September 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED

10 September 2020

(1) ULOOKUBOOK TRAVEL LIMITED

(2) DARRAS CONSULTING LIMITED

(3) DEEPDEGREE LIMITED

(4) LGR (CATERHAM) LIMITED

LEGAL MORTGAGE OVER PROPERTY

THIS DEED is made on

10 September 2020

BETWEEN

- (1) **ULOOKUBOOK TRAVEL LIMITED** incorporated in England (registered number 08684282) whose registered office is 3rd Floor, Tyne House, 26 Side, Newcastle upon Tyne, NE1 3JA;
- (2) **DEEPDEGREE LIMITED** (registered number 04452611) whose registered office is Lambshield, Hexham, Northumberland, NE46 1SF;
- (3) **DARRAS CONSULTING LIMITED** (registered number 06455432) whose registered office is 37 Woodlands, Darras Hall, Newcastle upon Tyne, NE20 9EU ("**together the Lenders**"); and
- (4) **LGR (CATERHAM) LIMITED** incorporated in England (registered number 12444876) whose registered office is The Old Barn, The Square, Shipham, Winscombe, Avon, BS25 1TN ("**the Guarantor**").

RECITALS

- (A) The Lenders have agreed, under the Facility Agreement, to provide Lynn Frances Brady and Jonathan Paul Brady (**together "the Borrowers"**) with loan facilities on a secured basis.
- (B) The Borrowers have entered into an agreement with the Guarantor whereby in consideration for the provision of loan facilities by the Borrowers to the Guarantor on which no interest will be charged the Guarantor has agreed to provide security to the Lenders.
- (C) The Guarantor owns the Property.
- (D) This Deed provides security which the Guarantor has agreed to give the Lenders for the loan facilities made or to be made available under the Facility Agreement.

IT IS AGREED THAT

1 DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

Terms defined in the Facility Agreement shall, unless otherwise defined in this Deed, have the same meaning in this Deed. In addition, the following definitions apply in this Deed:

"Business Day"	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
"Charged Property"	all the assets, property and undertaking for the time being subject to any Security created by this Deed (and references to the Charged Property shall include references to any part of it);
"Delegate"	any person appointed by the Lender or any Receiver and any person appointed as

	attorney of the Lenders, Receiver or Delegate;
"Event of Default"	means any failure by the Borrowers to pay any sums due to the Lenders under the Facility Agreement or the occurrence of any of the events set out in clause 3.6 of the Facility Agreement;
"Facility Agreement"	the facility agreement dated 24 May 2020 between the Borrower and the Lenders for the provision of the loan facilities secured by this Deed;
"LPA 1925"	the Law of Property Act 1925;
"Property"	all that freehold land known as 37, 37a, 37b, 39, 39a and 41 Chipstead Valley Road, Coulsdon, CR5 2RB and forming part of the land registered at HM Land Registry under title number SGL685136;
"Receiver"	a receiver or a receiver and manager of any or all of the Charged Property;
"Secured Liabilities"	all present and future monies, obligations and liabilities of the Borrowers to the Lenders arising from the Facility Agreement, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Facility Agreement or this Deed together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities;
"Security"	any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect;
"Security Period"	the period starting on the date of this Deed and ending on the date on which the Lenders are satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding;
"VAT"	value added tax.

1.2 INTERPRETATION

In this Deed:

- 1.2.1 clause and Schedule **OR** clause, Schedule and paragraph headings shall not affect the interpretation of this Deed;
- 1.2.2 a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality) and that person's personal representatives, successors, permitted assigns and permitted transferees;
- 1.2.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.4 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.5 a reference to a party shall include that party's successors, permitted assigns and permitted transferees;
- 1.2.6 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

1.3 NATURE OF SECURITY OVER REAL PROPERTY

A reference in this Deed to a **charge or mortgage of or over the Property** includes:

- 1.3.1 all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery that are situated on or form part of the Property at any time;
- 1.3.2 the proceeds of the sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;
- 1.3.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Guarantor in respect of the Property and any monies paid or payable in respect of those covenants; and
- 1.3.4 all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

1.4 LAW OF PROPERTY (MISCELLANEOUS PROVISIONS) ACT 1989

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Facility Agreement and of any side letters between any parties in relation to the Facility Agreement are incorporated into this Deed.

1.5 PERPETUITY PERIOD

If the rule against perpetuities applies to any trust created by this Deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

2 COVENANT TO PAY

The Guarantor shall, on demand, pay to the Lenders and discharge the Secured Liabilities when they become due.

3 GRANT OF SECURITY

3.1 LEGAL MORTGAGE AND FIXED CHARGES

As a continuing security for the payment and discharge of the Secured Liabilities, the Guarantor with full title guarantee charges to the Lenders by way of first legal mortgage, the Property and by way of first fixed charge all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy.

3.2 ASSIGNMENT

As a continuing security for the payment and discharge of the Secured Liabilities, the Guarantor with full title guarantee assigns to the Lenders absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy provided that nothing in this clause 3.2 shall constitute the Lenders as mortgagee in possession.

4 PERFECTION OF SECURITY

4.1 REGISTRATION OF LEGAL MORTGAGE AT THE LAND REGISTRY

The Guarantor consents to an application being made by the Lenders to the Land Registrar for the following restriction in Form P to be registered against its title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate [, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction,] is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of [] referred to in the charges register [or [their conveyancer or specify appropriate details]]."

4.2 CAUTIONS AGAINST FIRST REGISTRATION AND NOTICES

Whether or not title to the Property is registered at the Land Registry, if any caution against first registration or any notice (whether agreed or unilateral) is registered against the Guarantor's title to the Property, the Guarantor shall immediately provide the Lenders with full particulars of the circumstances relating to such caution or notice. If such caution or notice was registered to protect a purported interest the creation of which is not permitted under this Deed, the Guarantor shall immediately, and at its own expense, take such steps as the Lenders may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

5 LIABILITY OF THE GUARANTOR

5.1 LIABILITY NOT DISCHARGED

The Guarantor's liability under this Deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- 5.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Lenders that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
- 5.1.2 the Lenders renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- 5.1.3 any other act or omission that, but for this clause 5.1, might have discharged, or otherwise prejudiced or affected, the liability of the Borrower.

6 REPRESENTATIONS AND WARRANTIES

6.1 TIMES FOR MAKING REPRESENTATIONS AND WARRANTIES

The Guarantor makes the representations and warranties set out in this clause 6 to the Lenders on the date of this Deed and the representations and warranties are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

6.2 OWNERSHIP OF CHARGED PROPERTY

The Guarantor is the sole legal and beneficial owner of the Charged Property and has good and marketable title to the Property.

6.3 NO SECURITY

The Charged Property is free from any Security other than the Security created by this Deed.

6.4 NO ADVERSE CLAIMS

The Guarantor has not received, or acknowledged notice of, any adverse claim by any person in respect of the Charged Property or any interest in it.

6.5 NO ADVERSE COVENANTS

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever that materially and adversely affect the Charged Property.

6.6 NO BREACH OF LAWS

There is no breach of any law or regulation that materially and adversely affects the Charged Property.

6.7 NO INTERFERENCE IN ENJOYMENT

No facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use.

6.8 NO OVERRIDING INTERESTS

Nothing has arisen, has been created or is subsisting that would be an overriding interest in the Property.

6.9 NO PROHIBITIONS OR BREACHES

There is no prohibition on the Guarantor assigning its rights in any of the Charged Property and the entry into of this Deed by the Guarantor does not and will not constitute a breach of any policy, agreement, document, instrument or obligation binding on the Borrower or its assets.

6.10 AVOIDANCE OF SECURITY

No Security expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Guarantor or otherwise.

6.11 ENFORCEABLE SECURITY

This Deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Guarantor and is and will continue to be effective security over all and every part of the Charged Property in accordance with its terms.

7 GENERAL COVENANTS

7.1 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Guarantor shall not at any time, except with the prior written consent of the Lenders:

- 7.1.1 create, purport to create or permit to subsist any Security on, or in relation to, any Charged Property other than any Security created by this Deed;
- 7.1.2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property; or
- 7.1.3 create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party.

7.2 PRESERVATION OF CHARGED PROPERTY

The Guarantor shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Charged Property or the effectiveness of the security created by this Deed.

7.3 COMPLIANCE WITH LAWS AND REGULATIONS

- 7.3.1 The Guarantor shall not, without the Lenders' prior written consent, use or permit the Charged Property to be used in any way contrary to law.

7.3.2 The Guarantor shall:

- (a) comply with the requirements of any law or regulation relating to or affecting the Charged Property or the use of it or any part of it;
- (b) obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Charged Property or its use or that are necessary to preserve, maintain or renew any Charged Property; and
- (c) promptly effect any maintenance, modifications, alterations or repairs to be effected on or in connection with the Charged Property that are required to be made by it under any law or regulation.

8 PROPERTY COVENANTS

8.1 REPAIR AND MAINTENANCE

8.1.1 The Guarantor shall keep all premises, and fixtures and fittings on the Property, in:

- (a) good and substantial repair and condition and shall keep all premises adequately and properly painted and decorated and replace any fixtures and fittings which have become worn out or otherwise unfit for use with others of a like nature and equal value; and
- (b) such repair and condition as to enable the Property to be let in accordance with all applicable laws and regulations.

8.1.2 For the purpose of clause (a), a law or regulation is applicable if it is either in force or it is expected to come into force and a prudent property owner in the same business as the Guarantor would ensure that the premises, and fixtures and fittings on the Property, were in such repair and condition in anticipation of that law or regulation coming into force.

8.2 LEASES AND LICENCES AFFECTING THE PROPERTY

The Guarantor shall not, without the prior written consent of the Lenders (which consent not to be unreasonably withheld or delayed):

- 8.2.1 grant any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925 (or agree to grant any such licence or tenancy, or agree to exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925) save that the Guarantor shall be permitted to grant a lease on normal commercial terms for a term not exceeding 5 years;
- 8.2.2 in any other way dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Property (or agree to dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Property).

8.3 NO RESTRICTIVE OBLIGATIONS

The Guarantor shall not, without the prior written consent of the Lenders, enter into any onerous or restrictive obligations affecting the whole or any part of the Property or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of the Property.

8.4 PROPRIETARY RIGHTS

The Guarantor shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property, without the prior written consent of the Lenders (which consent not to be unreasonably withheld or delayed).

8.5 NOTICES OR CLAIMS RELATING TO THE PROPERTY

The Guarantor shall give full particulars to the Lenders of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority (a "Notice") that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice.

9 POWERS OF THE LENDERS

9.1 POWER TO REMEDY

9.1.1 The Lenders shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Guarantor of any of its obligations contained in this Deed.

9.1.2 The Guarantor irrevocably authorises the Lenders and its agents to do all things that are necessary or desirable for that purpose.

9.2 EXERCISE OF RIGHTS

The rights of the Lenders are without prejudice to any other rights of the Lenders under this Deed. The exercise of any rights of the Lenders under this Deed shall not make the Lenders liable to account as a mortgagee in possession.

9.3 LENDERS HAVE RECEIVER'S POWERS

To the extent permitted by law, any right, power or discretion conferred by this Deed on a Receiver may, after the security constituted by this Deed has become enforceable, be exercised by the Lenders in relation to any of the Charged Property whether or not it has taken possession of any Charged Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

10 WHEN SECURITY BECOMES ENFORCEABLE

10.1 SECURITY BECOMES ENFORCEABLE ON EVENT OF DEFAULT

The security constituted by this Deed shall be immediately enforceable if an Event of Default occurs.

10.2 DISCRETION

After the security constituted by this Deed has become enforceable, the Lenders may, in their absolute discretion, enforce all or any part of that security at the times, in the

manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Charged Property.

11 ENFORCEMENT OF SECURITY

11.1 ENFORCEMENT POWERS

11.1.1 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Deed) shall, as between the Lender and a purchaser from the Lenders, arise on and be exercisable at any time after the execution of this Deed, but the Lenders shall not exercise such power of sale or other powers until the security constituted by this Deed has become enforceable under clause 10.1.

11.1.2 Section 103 of the LPA 1925 does not apply to the security constituted by this Deed.

11.2 PROTECTION OF THIRD PARTIES

No purchaser, mortgagee or other person dealing with the Lenders, any Receiver or Delegate shall be concerned to enquire:

11.2.1 whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;

11.2.2 whether any power the Lenders, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or

11.2.3 how any money paid to the Lenders, any Receiver or any Delegate is to be applied.

11.3 PRIVILEGES

Each Receiver and the Lenders are entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

11.4 NO LIABILITY AS MORTGAGEE IN POSSESSION

Neither the Lenders, any Receiver nor any Delegate shall be liable to account as mortgagee in possession in respect of all or any of the Charged Property, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Charged Property for which a mortgagee in possession might be liable as such.

11.5 RELINQUISHING POSSESSION

If the Lenders, any Receiver or Delegate enters into or takes possession of the Charged Property, it or he may at any time relinquish possession.

11.6 CONCLUSIVE DISCHARGE TO PURCHASERS

The receipt of the Lenders or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Property or in making any acquisition in the exercise of their respective powers, the Lenders,

every Receiver and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

12 RECEIVERS

12.1 APPOINTMENT

At any time after the security constituted by this Deed has become enforceable, or at the request of the Guarantor, the Lenders may, without further notice, appoint by way of deed, or otherwise in writing, any one or more person or persons to be a Receiver of all or any part of the Charged Property.

12.2 REMOVAL

The Lenders may, without further notice (subject to section 45 of the Insolvency Act 1986), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

12.3 POWER OF APPOINTMENT ADDITIONAL TO STATUTORY POWERS

The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Lenders under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

12.4 POWER OF APPOINTMENT EXERCISABLE DESPITE PRIOR APPOINTMENTS

The power to appoint a Receiver (whether conferred by this Deed or by statute) shall be, and remain, exercisable by the Lenders despite any prior appointment in respect of all or any part of the Charged Property.

12.5 AGENT OF THE GUARANTOR

Any Receiver appointed by the Lenders under this Deed shall be the agent of the Guarantor and the Guarantor shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Guarantor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lenders.

13 FURTHER ASSURANCE

The Guarantor shall, at its own expense, take whatever action the Lenders or any Receiver may reasonably require for:

13.1.1 creating, perfecting or protecting the security intended to be created by this Deed;

13.1.2 facilitating the realisation of any of the Charged Property; or

13.1.3 facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any of the Charged Property,

- 13.2 including, without limitation (if the Lenders or Receiver thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Charged Property (whether to the Lenders or to their nominee) and the giving of any notice, order or direction and the making of any registration.

14 POWER OF ATTORNEY

14.1 APPOINTMENT OF ATTORNEYS

By way of security, the Guarantor irrevocably appoints the Lenders, every Receiver and every Delegate separately to be the attorney of the Guarantor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

14.1.1 the Guarantor is required to execute and do under this Deed; or

14.1.2 any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this Deed or by law on the Lender, any Receiver or any Delegate.

15 RELEASE

On the expiry of the Security Period (but not otherwise), the Lenders shall, at the request and cost of the Guarantor, take whatever action is necessary to:

15.1.1 release the Charged Property from the security constituted by this Deed; and

15.1.2 reassign the Charged Property to the Guarantor.

16 ASSIGNMENT AND TRANSFER

16.1 None of the rights or obligations under this Deed may be assigned by the Guarantor.

16.2 The Lenders may assign their rights and obligations under this Deed and shall notify the Guarantor in writing within 30 days of any such assignment.

17 AMENDMENTS, WAIVERS AND CONSENTS

17.1 AMENDMENTS

No amendment of this Deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

17.2 WAIVERS AND CONSENTS

17.2.1 A waiver of any right or remedy under this Deed or by law, or any consent given under this Deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

17.2.2 A failure to exercise or a delay in exercising any right or remedy provided under this Deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Deed. No single or partial exercise of any right or remedy provided under this Deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Deed by the Lender shall be effective unless it is in writing.

17.3 RIGHTS AND REMEDIES

The rights and remedies provided under this Deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

18 SEVERANCE

If any provision (or part of a provision) of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Deed.

19 THIRD PARTY RIGHTS

19.1.1 Except as expressly provided elsewhere in this Deed, a person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

19.1.2 The rights of the parties to rescind or agree any amendment or waiver under this Deed are not subject to the consent of any other person.

20 NOTICES

20.1 DELIVERY

Any notice or other communication given to a party under or in connection with this Deed shall be:

20.1.1 in writing;

20.1.2 delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax; and

20.1.3 sent to the relevant party at the address set out in this Deed.

20.2 RECEIPT OF NOTICES

Any notice or other communication shall be deemed to have been received:

20.2.1 if delivered by hand, at the time it is left at the relevant address;

20.2.2 if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and

20.2.3 if sent by fax, when received in legible form.

20.3 NOTICE SERVED ON THE LENDERS

Any notice served on Deepdegree Limited shall be deemed to have been served on all of the Lenders.

21 GOVERNING LAW AND JURISDICTION

21.1 GOVERNING LAW

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

21.2 JURISDICTION

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Lender to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

IN WITNESS the parties have executed this Deed on the date set out above.

EXECUTED AS A DEED by
ULOOKUBOOK TRAVEL LIMITED
acting by a director in the presence of

Stephen Campion
.....
S Campion - Director

Witness signature:

Susan Winter

Name:

Susan Winter

Address:

14 Badgers Wood, Kip Hill, Stanley, Co
Durham, DH9 0HR

EXECUTED AS A DEED by
DARRAS CONSULTING LIMITED
acting on the authority of the Board in
the presence of

Helen Marie Charlton
.....
H M Charlton - Company Secretary

Witness signature:

K M Charlton

Name:

Kieron Mark Charlton

Address:

37 Woodlands, Darras Hall, Newcastle
upon Tyne, NE20 9EU

EXECUTED AS A DEED by
DEEPDEGREE LIMITED
acting by a director in the presence of

David K Young
.....
D K Young Director

Witness signature:

Vera R Young

Name:

Vera Robertson Young

Address:

Ettrick, Maitland Street, Leven, Fife,
KY8 4RE

EXECUTED AS A DEED by
LGR (CATERHAM) LIMITED
acting by two directors

Lynn F Brady
.....
L F Brady Director
Jonathan P Brady
.....
J P Brady Director

